

### **AMENDMENTS TO THE DRAWINGS**

The attached sheet of drawings includes proposed new Figures 10 to 15.

### **REMARKS/ARGUMENTS**

Claims 1 to 15 were pending in this application before March 8, 2006. The preliminary amendment, filed on the same date as this application, added new Claims 10 to 15 to original Claims 1 to 9.

The present Office Action only examined Claims 1 to 9 and did not even mention Claims 10 to 15. Therefore, applicant request a new non-final Office Action because the present Office Action was incomplete because it did not examine Claims 10 to 15 [hence, it did not comply with 37 CFR 1.104(a)(1) and (b)].

Claims 1 to 3 and 5 to 15 are pending. Claims 1 and 5 to 7 have been amended. Claim 4 has been cancelled.

The drawings have been objected to under 37 CFR 1.83(a).

The Office Action stated: that the drawings must show every feature of the invention specified in the claims; that, therefore, the claimed embodiments of a single cover film web with the packaging bag and a folded packaging bag and manner of folding in the web feed direction must be shown or the feature(s) canceled from the claim(s); and that no new matter should be entered. Proposed new Figures 11 to 15 shows this embodiment. The specification has been amended to describe them.

This objection should be withdrawn.

The Office Action stated that applicant is reminded of the proper language and format for an abstract of the disclosure.

The Office Action stated: that the abstract should be in narrative form and generally limited to a single paragraph on a separate sheet within the range of 50 to 250 words; that it is important that the abstract not exceed 250 words in length since the space provided for the abstract on the computer tape used by the printer is limited; that the form and legal phraseology often used in patent claims, such as "means" and "said," should be avoided; and that the abstract should describe the disclosure sufficiently to assist readers in deciding whether there is a need for consulting the full patent text for details.

The Office Action stated: that the language should be clear and concise and should not repeat information given in the title; and that it should avoid using phrases which can be implied, such as, "The disclosure concerns", "The disclosure defined by this invention," "The disclosure describes," etc.

The abstract of the disclosure has been objected to because in line 3, "and/or" is alternatively indefinite as to its meaning and the entire phrase should be ---at least one of the front wall and the rear wall...".

The Office Action stated: that correction is required; and see MPEP § 608.01 (b). The amended abstract complies.

This objection should be withdrawn.

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 1 to 9 have been rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The Office Action stated: that in Claim 1, lines 4 and 7, "and/or" is alternatively indefinite as to its meaning and the entire phrase should be "at least one of the front wall and the rear wall..."; and see Claims 5 to 7, line 9 of each. These corrections have been made.

The Office Action stated that, in each of Claims 5 to 7, line 11 of each, "one or two-sided printing" is alternatively indefinite and should be --one of one or two-sided printing--. These corrections have been made.

The Office Action stated: that in Claim 7, line 18, "in the web feed direction" lacks antecedent basis.

This matter has been corrected.

This rejection should be withdrawn.

The Office Action stated that the following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office Action:

A person shall be entitled to a patent unless --

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the

invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351 (a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 1 and 3 have been rejected under 35 U.S.C. 102(e) as being anticipated by Knoerzer et al. (U.S. Patent No. 6,746,743). Applicant traverses this rejection.

The Office Action stated that Knoerzer et al. discloses a packaging bag (Figures 3 and 4) with a front wall and a rear wall in which the front wall and the rear wall are bonded together along a peripheral edge (at the shown top and bottom edges) and at least one of the front wall and the rear wall is printed on the outside of the bag (see column 5, lines 6 to 24), at least one of the front wall and the rear wall bonded to a cover film (70, see column 5, line 6, through column 7, line 14) which is printed on one or both sides, substantially the entire area of the cover film being bonded to and peelable from the at least one of the front wall and the rear wall. Claim 4 has been inserted into Claim 1. Knoerzer et al. does not anticipate amended independent Claim 1.

The Office Action stated that, as to Claim 3, Knoerzer et al. that discloses the front wall and the rear wall are of the same packaging film. Knoerzer et al.

does not anticipate Claim 3 that is dependent upon amended independent Claim 1.

This rejection should be withdrawn.

Claims 1 and 3 have been rejected under 35 U.S.C. 102(b) as being anticipated by Pagano (Figures 1A or 4) (U.S. Patent No. 5,692,834). Applicant traverses this rejection.

The Office Action stated that Pagano discloses a packaging bag (10) with a front wall and a rear wall in which the front wall and the rear wall are bonded together along a peripheral edge (at 14 and 16 or 50) and at least one of the front wall and the rear wall is printed on the outside of the bag (see 31), at least one of the front wall and the rear wall bonded to a cover film (24) which is printed on one or both sides, substantially the entire area of the cover film being bonded to and peelable from the at least one of the front wall and the rear wall. Claim 4 has been inserted into Claim 1. Pagano does not anticipate amended independent Claim 1.

The Office Action stated that, as to Claim 3, Pagano discloses that the front wall and the rear wall are of the same packaging film. Pagano does not anticipate Claim 3 that is dependent on amended independent Claim 1.

This rejection should be withdrawn.

Claims 1, 2 and 4 have been rejected under 35 U.S.C. 102(b) as being anticipated by Counts et al. (U.S. Patent No. 5,341,930). Applicant traverses this rejection.

The Office Action stated that Counts et al. discloses a packaging bag (10) with a front wall and a the rear wall in which the front wall and the rear wall are bonded together along a peripheral edge (edges of 12 and 14) and at least one of the front wall and the rear wall is printed on the outside of the bag (20), at least one of the front wall and the rear wall bonded to a cover film (16) which is printed on one or both sides, substantially the entire area of the cover film being bonded to and peelable from the at least one of the front wall and the rear wall. Claim 4 has been inserted into independent Claim 1. Hence, Counts et al. does not anticipate amended Claim 1. The Examiner has incorrectly asserted that at one edge area of the cover film of Counts et al. is permanently bonded.

The Office Action stated that, as to claims 2 and 4, Counts et al. discloses that the front wall of a first packaging film (14) and the rear wall of a second packaging film (12), at least one of the packaging films bonded to a cover film (16), the cover film being permanently bonded at one edge area (see column 6, lines 39 to 47). Applicant traverses this statement as being clearly incorrect and apparently based on a misreading of Counts et al.

Cover film 16 is only disclosed by Counts et al. as being completely removable (peelable) from side wall 14 of Counts et al.'s package 10. Counts et al. states:

"Accordingly, it is among the objects of the present invention to provide a package for retail goods which has a selectively separable portion and a method for producing the package; the separable portion being of a decorative overlay nature for carrying specialty information, as

for example, related to a certain holiday or sporting event, and being capable of facile removal from the package as a whole without destroying the useful integrity of the package. The new separable package is intended to be provided with generic or standard product information or advertising on the package proper which may optionally be hidden, entirely or in part, beneath the separable portion so that when that separable or decorative overlay portion is removed, the package is fully functional for containment of the goods without reference to any particular event, holiday, etc.” [Emphasis Supplied] [Col. 2, line 56, to col. 3, line 4]

“It is a further object of the present invention having the aforementioned features that the package be of simple, inexpensive construction and be capable of being easily manufactured with conventional automated equipment, as well as being formed after special treatment of the material of the package so that the separable portion may be simply yet properly and quickly removed by an individual having little or no training, while the front and back panels of the soft package remain securely connected to each other.” [Emphasis Supplied] [Col. 3, lines 48 to 52]

“An outermost one of the plurality of layered sheets is adapted for quick, facile removal from the remainder of the plurality of layered sheets without disrupting the containment function of the package, thereby altering the information outwardly displayed on the package.” [Emphasis Supplied] [Col. 3, lines 48 to 50]



"The present invention is also, briefly, a package for containing goods and having an overlay portion which is separable therefrom without disruption of the containment function of the package. The package includes, first, second and third flexible sheets each having a plurality of edges and being arranged in registered, layered fashion.

\* \* \*

At least two of the plurality of edges of the third flexible sheet are releasably sealed to at least two corresponding edges of the plurality of edges of the second flexible sheet, to thereby provide for removal of the third flexible sheet from the package without causing inadvertent separation of the second flexible sheet from the first flexible sheet."

[Emphasis Supplied] [Col. 3, line 53, to Col. 4, line 6]

"In ultimate application, the retailer may effectively have at least double use of a particular package of goods when using the new separable package. For example, holiday baseball card treats C may be provided on the shelves in separable package 10 until the particular holiday, for example, Halloween, is past. At that point, the retailer may have an employee quickly modify the packages for general sales purposes, as illustrated for example in FIG. 4, by gripping a package 10 with a right hand R positioned adjacent common sealed edge 28 and gripping top sheet 16 adjacent end edge 16d as by a left hand L and peeling the same way from middle sheet 14 to leave package 10', as shown in FIG. 5 without top sheet 16. Thus the generic or "everyday"

message, such as that shown and indicated at 20 will remain on the front of package 10' which is left intact, as is essential in regard to containment of goods C." [Emphasis Supplied] [Col. 12, line 56, to col. 13, line 4]

"... an outermost one of said plurality of layered sheets is adapted for quick, facile removal from the remainder of said plurality of layered sheets without disrupting the containment function of said package, to thereby provide a means of altering the information outwardly displayed on said package, wherein said outermost layered sheet which is adapted for quick, facile removal is provided on the exterior surface thereof with information of a special nature and a layered sheet which is immediately adjacent thereto is provided on the exterior surface thereof with information of a general nature which is hidden from view by said outermost layered sheet, so that removal thereof...." [Emphasis Supplied]  
[Claim 1, lines 18 to 32]

"6. A package for containing goods and having an overlay portion which is separable therefrom without disruption of the containment function of said package..., at least two of the plurality of edges of said third flexible sheet being releasably sealed to at least two corresponding edges of said plurality of edges of said second flexible sheet, to thereby provide a means for removal of said third flexible sheet from said package without causing inadvertent separation of said second flexible sheet from said first flexible sheet,..." [Emphasis Supplied]

“This invention relates, in general, to packages for marketing retail goods, and, more specifically, to a flexible package having a detachable decorative overlay portion which is made separable to allow the retailer to provide specialized marketing information which is removable from the body of the package so as to extend the full price marketing life of the particular packaged goods.” [Emphasis Supplied] [Col. 1, lines 11 to 18]

“The package has at least three layered sheets of flexible material, the outermost sheet being quickly and easily removable from the remainder of the package without disruption thereof.” [Emphasis supplied] [Abstract, lines 3 to 7]

“There is no prior art relative to a retail package for marketing goods specifically in relation to a certain season or event and having a decorative overlay portion which has been applied in careful registration to the front of the package, which portion may be removed to leave the package intact and allow the continued sale of the goods therein without having to reduce the price after the culmination of the special event or season.” [Emphasis Supplied] [Col. 2, lines 48 to 55]

Amended independent Claim 1 now recites that portion of the cover film is permanently bonded to one edge area of the packaging film. This structural limitation is not disclosed or suggested by Counts et al. so Counts et al. disclose amended independent Claim 1. Counts does not anticipate Claim 2 which is dependent upon amended independent Claim 1.

The Office Action stated that the following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office Action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claim 4 has been rejected under 35 U.S.C. 103(a) as being unpatentable over Pagano in view of Kaufmann (U.S. Patent No. 5,264,265). Applicants traverse this rejection.

Pagano only discloses an outer peelable sheet (label 24) that only overlays a portion of the address on the surface of main container and does not cover the entire side. Label 24 is "detachably affixed to the container". Label 24 has to be entirely removable so as to expose the address. If label 24 was only partially removable, label 24 would be hanging out and would not be acceptable as a mailable item. To permanently adhere part of the label 24 to the container, would, in effect, destroy the mailer invention of Pagano.

The Office Action stated that Kaufmann discloses providing a label with one edge permanently sealed to a container. The label arrangement of

Kaufmann would destroy the mailer invention of Pagano, hence one ordinarily skilled in the art would not combine Kaufmann with Pagano in the search for applicant's claimed invention.

The Office Action stated that to modify the packaging bag of Pagano employing the permanent seal of Kaufmann would have been obvious in order to maintain the label secured to the container to maintain their association and common usage together. Applicant traverses this statement. As shown above, Pagano directs away from the use of Kaufmann to modify the Pagano mailer invention. The Examiner has not determined the level of ordinary skill in the art so this rejection is in error.

This rejection should be withdrawn.

Claims 5 to 7 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Knoerzer et al. in view of Peterson (U.S. Patent No. 3,373,045). Applicants traverses this rejection.

The Office Action stated that Knoerzer et al. has been described above with respect to the structure, however Knoerzer is not a relevant reference in that it does not disclose peelable (removable) portion 70 as having a portion permanently bonded to the base layer. Removable portion 70 is separate from the rest of first film layer 50 by continuous cut 60.

The Office Action stated that Knoerzer et al. further discloses one of one or two-sided printing of a cover film web (70), joining the cover film web to the printed side (shown front of 50 and described at column 5, lines 6 to 24) of a first packaging film web by a peelable adhesive, and joining and bonding the first

packaging film web to a second packaging film web (via the disclosed top and bottom heat seals; at seals 14 and 16; described joining of 12 to 14 and 14 to 16, in no particular order, see column 6, lines 9 to 15 and 39 to 47). Knoerzer et al. discloses complete removal of removable portion 70 because it is used as a promotional piece so complete removal is necessary or else the Knoerzer et al. invention is destroyed. Hence, Knoerzer et al. directs away from any preparation step using permanent bonding of even a portion of removable portion 70.

The Office Action stated that Peterson discloses joining a label to a bag employing a coated plastic pressure sensitive adhesive (see column 2, lines 32 to 48, and column 2, line 67, though column 3, line 4). Peterson is not relevant because the Knoerzer et al. invention would be destroyed by any permanent bonding of removable portion 70.

The Office Action stated that to modify the joining of the cover film web to the packaging film web employing a plastic coated adhesive would have been an obvious substitution of peelable adhesive joining means already recognized in the field, as evidenced by Peterson. Applicants traverse this statement, as shown above. The Examiner has not used the standard required by Section 103(a), i.e., one ordinarily skilled in the art.

The Office Action stated that, as to Claims 6 and 7, to provide a duplication of the cover film webs as set forth in Claim 6, and to provide the packaging bag by folding would comprise manners of modifying the basic structure disclosed by Knoerzer et al. in view of Peterson and would not comprise any new and unexpected over the basic structure of anyone of

Knoerzer et al. in view of Peterson. This statement is mere speculation and does not even set out motivation to combine the two rejection references. The Examiner has not followed Section 103(a) so this rejection is clearly defective.

This rejection should be withdrawn.

Claims 8 and 9 have been rejected under 35 U.S.C. 103(a) as being unpatentable over the art as applied to Claims 5 to 7 above, and further in view of Kaufmann (U.S. Patent No. 5,264,265). Applicant traverses this rejection.

Kaufmann does not cure the defects of the combination of Knoerzer et al. and Peterson in the search for applicant's claimed invention.

The Office Action stated that Kaufmann discloses employing a permanent adhesive in conjunction with a releasable adhesive with a label. One ordinarily skilled in the art would not use a permanent bonding adhesive to bond part of label 70 of Knoerzer et al. because it would destroy the invention of Knoerzer et al. that requires complete removal of label 70.

This Office Action stated that to modify the process of providing the packaging bag employing a combination of permanent and releasable adhesives would have been obvious in view of Kaufmann in order to maintain the label secured to the container to maintain their association and common usage together. Applicants traverses this statement. No motivation to insert Kaufman has been advanced. The Examiner has not even asserted to whom his attempted combination would be obvious. This rejection is defective.

This rejection should be withdrawn.

Claims 5 to 7 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Pagano in view of Peterson. Applicant traverses this rejection.

The Office Action stated that Pagano has been described above with respect to the structure, however Pagano is not a relevant reference since it requires complete removal of label 24 to uncover the address on the envelope 12 surface of the mailer. To leave label 24 permanently hanging from the mailer would destroy its usefulness as a mailer.

The Office Action stated that Pagano further discloses one of one or two-sided printing of a cover film web (24), joining the cover film web to the printed side (at 31) of a first packaging film web by a peelable adhesive, and joining and bonding the first packaging film web to a second packaging film web (via the disclosed top and bottom heat seals; at seals 14 and 16; described joining of 12 to 14 and 14 to 16, in no particular order, see column 6, lines 9 to 15 and 39 to 47). Peterson discloses joining a label to a bag employing a coated plastic pressure sensitive adhesive (see column 2, lines 32 to 48 and line 67 through column 3, line 4). Pagano discloses complete removal of removable label 24. Hence, Pagano directs away from any preparation step using permanent bonding of even a portion of label 24.

The Office Action stated that Peterson discloses joining a label to a bag employing a coated plastic pressure sensitive adhesive (see column 2, lines 32 to 48, and column 2, line 67, through column 3, line 4). Peterson is not relevant because the Pagano et al. invention would be destroyed by any permanent bonding of removable label 24.



The Office Action stated that to modify the joining of the cover film web to the packaging film web employing a plastic coated adhesive would have been an obvious substitution of peelable adhesive joining means already recognized in the field, as evidenced by Peterson. Applicants traverse this statement, as shown above. The Examiner has not used the standard required by Section 103(a), i.e., one ordinarily skilled in the art.

The Office Action stated that, as to Claims 6 and 7, to provide a duplication of the cover film webs as set forth in Claim 6, and to provide the packaging bag by folding would comprise manners of modifying the basic structure disclosed by Pagano et al. in view of Peterson and would not comprise any new and unexpected over the basic structure of anyone of Knoerzer et al. in view of Peterson. This statement is mere speculation and does not even set out motivation to combine the two rejection references. The Examiner has not followed Section 103(a) so this rejection is clearly defective.

This rejection should be withdrawn.

Claims 8 and 9 have been rejected under 35 U.S.C. 103(a) as being unpatentable over the art as applied to claims 5 to 7 above, and further in view of Kaufmann (U.S. Patent No. 5,264,265). Applicant traverses this rejection.

Kaufmann does not cure the defects of the combination of Pagano and Peterson in the search for applicant's claimed invention.

The Office Action stated that Kaufmann discloses employing a permanent adhesive in conjunction with a releasable adhesive with a label. One ordinarily skilled in the art would not use a permanent bonding adhesive to bond part of

label 24 of Pagano because it would destroy the invention of Pagano that requires complete removal of label 24.

The Office Action stated that to modify the process of providing the packaging bag employing a combination of permanent and releasable adhesives would have been obvious in view of Kaufmann in order to maintain the label secured to the container to maintain their association and common usage together. Applicant traverses this statement. No motivation to insert Kaufmann has been advanced. The Examiner has not even asserted to whom his attempted combinations would be obvious. This rejection is defective.

This rejection should be withdrawn.

Claims 5 to 7 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Counts in view of Peterson. Applicant traverses this rejection.

The Office Action stated that Counts et al. has been described above with respect to the structure, however Counts et al. is not a relevant reference since it requires complete removal of outer sheet 16 to uncover the printing on middle sheet 14. To leave special advertising outer sheet 16 permanently hanging from the package would destroy its usefulness as being readily convertible to market goods under general nature advertising on middle sheet 14.

The Office Action stated that Counts et al. further discloses one of one or two-sided printing of a cover film web (16), joining the cover film web to the printed side (14) of a first packaging film web by release of friction there between, and joining and bonding the first packaging film web to a second packaging film web (via the disclosed top and bottom heat seals; at seals 14 and 16; described

joining of 12 to 14 and 14 to 16, in no particular order, see column 6, lines 9 to 15 and 39 to 47). Counts et al. discloses complete removal of outer sheet 16. Therefore, Counts directs away from any preparation step using permanent bonding of even a portion of outer sheet 16.

The Office Action stated that Peterson discloses joining a label to a bag employing a coated plastic pressure sensitive adhesive (see column 2, lines 32 to 48, and column 2, line 67, though column 3, line 4). Peterson is not relevant because the Counts et al. invention would be destroyed by any permanent bonding of removable outer sheet 16.

The Office Action stated that to modify the joining of the cover film web to the packaging film web employing a plastic coated adhesive would have been an obvious substitution of peelable adhesive joining means already recognized in the field, as evidenced by Peterson. Applicants traverse this statement, as shown above. The Examiner has not used the standard required by Section 103(a), i.e., one ordinarily skilled in the art.

The Office Action stated that, as to Claims 6 and 7, to provide a duplication of the cover film webs as set forth in Claim 6, and to provide the packaging bag by folding would comprise manners of modifying the basic structure disclosed by Counts et al. in view of Peterson and would not comprise any new and unexpected over the basic structure of anyone of Knoerzer et al. in view of Peterson. This statement is mere speculation and does not even set out motivation to combine the two rejection references. The Examiner has not followed Section 103(a) so this rejection is clearly defective.

This rejection should be withdrawn.

Claims 8 and 9 have been rejected under 35 U.S.C. 103(a) as being unpatentable over the art as applied to claims 5 to 7 above, and further in view of Kaufmann (U.S. Patent No. 5,264,265). Applicant traverses this rejection.

Kaufmann does not cure the defects of the combination of Counts et al. and Peterson in the search for applicant's claimed invention.

The Office Action stated that Kaufmann discloses employing a permanent adhesive in conjunction with a releasable adhesive with a label. One ordinarily skilled in the art would not use a permanent bonding adhesive to bond part of Counts et al. because it would destroy the invention of Counts et al. that requires complete removal of outer sheet 16.

The Office Action stated that to modify the process of providing the packaging bag employing a combination of permanent and releasable adhesives would have been obvious in view of Kaufmann in order to maintain the label secured to the container to maintain their association and common usage together. Applicant traverses this statement. No motivation to insert Kaufmann has been advanced. The Examiner has not even asserted to whom his attempted combination would be obvious. This rejection is defective.

The rejection should be withdrawn.

The Office Action stated that this application contains claims directed to the following patentably distinct species of the claimed invention

- I. Claims 1 to 5, 8 and 9, drawn to a first packaging bag and generic method of making the bag.

II. Claims 1 to 4, 6, 8 and 9, drawn to a second packaging bag and particular method of making the bag incorporating two cover film webs.

III. Claims 1 to 4 and 7 to 9, drawn to a third packaging bag and particular method of making the bag incorporating folding of the packaging film web.

The Office Action stated that applicant is required under 35 U.S.C. 121 to elect a single disclosed species for prosecution on the merits to which the claims shall be restricted if no generic claim is finally held to be allowable; and that, currently, independent Claims 1 and 5 are held to be generic. Applicant elects with traverse the invention of Group I, namely, Claims 1 to 5, 8 and 9. This election requirement is incomplete because it did not include Claims 10 to 15, that were inserted into the case on the filing date. Claims 10, 11, 14 and 15 appear to come within the scope of Group I so they are also elected.

The Office Action stated: that, applicant is advised that a reply to this requirement must include an identification of the species that is elected consonant with this requirement, and a listing of all claims readable thereon, including any claims subsequently added; and that an argument that a claim is allowable or that all claims are generic is considered nonresponsive unless accompanied by an election.

The Office Action stated: that, upon the allowance of a generic claim, applicant will be entitled to consideration of claims to additional species which are written in dependent form or otherwise include all the limitations of an

allowed generic claim as provided by 37 CFR 1.141; and that, if claims are added after the election, applicant must indicate which are readable upon the elected species.

The Office Action stated: that, should applicant traverse on the ground that the species are not patentably distinct, applicant should submit evidence or identify such evidence now of record showing the species to be obvious variants or clearly admit on the record that this is the case. In either instance, if the examiner finds one of the inventions unpatentable over the prior art, the evidence or admission may be used in a rejection under 35 U.S.C. 103(a) of the other invention.

The Office Action stated: that, the prior art made of record and not relied upon is considered pertinent to applicant's disclosure; and that shown are labels and indicia disposed on packaging bags.

Reconsideration, reexamination and allowance of the claims are requested.

Date: July 6, 2006

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## **APPENDIX**